



**STATE OF MISSOURI
DEPARTMENT OF ECONOMIC DEVELOPMENT
DIVISION OF ADMINISTRATION
INVITATION FOR BID (IFB)**

BID NUMBER: DED01-2007 Japan
TITLE: Trade Promotion Representation in Japan
ISSUE DATE: September 5, 2006

BUYER: Dennis Morrissey
PHONE NO.: (573) 751-9061
E-MAIL: dennis.morrissey@ded.mo.gov

RETURN PROPOSAL NO LATER THAN: September 25, 2006 BY 5:00 PM CENTRAL DAYLIGHT TIME

MAILING INSTRUCTIONS: Deliver proposals to DED office (301 W High Street, Room 680) by the return date and time.

	(U.S. Mail)		(Courier Service)
RETURN PROPOSAL TO:	Mo. Department of Economic Dev.	or	Mo. Department of Economic Dev.
	PO BOX 1157		301 WEST HIGH STREET, RM 680
	JEFFERSON CITY MO 65102-1157		JEFFERSON CITY MO 65101

CONTRACT PERIOD: Award of bid through June 30, 2007 with 2 renewal options.

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**Missouri Department of Economic Development
301 W. High Room 680
PO Box 1157
Jefferson City, Missouri 65102-1157**

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her proposal. The bidder further agrees that upon receipt of an authorized purchase order from the Missouri Department of Economic Development (DED) or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL		
MAILING ADDRESS		
CITY, STATE, ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)
VENDOR TYPE (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____		
AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, bids for the provision of services to represent the State of Missouri in Japan as set forth herein. The successful bidder will receive a flat monthly fee for services provided while in the Japan or the when required to come to the United States.

1.1.2 Organization - This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Bid Submission Information
- 4) Pricing Page(s) and Exhibits
- 5) Terms and Conditions

1.2 Questions:

All potential bidders are encouraged to submit questions regarding this document to Dennis Morrissey, **ONLY**. Mr. Morrissey will coordinate responses to all questions. Bidders are warned that contact with other employees of the Missouri Department of Economic Development and the State of Missouri regarding this invitation for bid may disqualify the potential bidder. Mr. Morrissey may be contacted by telephone, (573)751-9061, by writing to the IFB response address, or by e-mail at dennis.morrissey@ded.mo.gov . Questions will only be accepted during normal business hours of 8 AM to 5 PM CDT.

1.3 Background Information:

1.3.1 The State of Missouri, Department of Economic Development, hereinafter referred to as “DED,” desires to obtain the services of an independent contractor that is knowledgeable of Missouri and will represent DED in Japan. The contractor shall be authorized to do business in Japan. The DED will not pay in excess of \$275,000 for per annum for contract services in any contract period.

1.3.2 The contractor shall provide the administration and the promotion of a program designed to increase the number of Japanese firms investing in Missouri, increase the volume of Missouri exports, and increase the number of Missouri firms exporting to Japan.

1.3.3 The contractor shall be required to increase trade by promoting sales of Missouri products and services, providing market entry advice to Missouri business concerns, and providing investment opportunity information to Japanese companies.

1.3.4 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Invitation for Bid.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 This successful bidder shall work directly with the DED's, personnel involved in international trade and investment to provide representation of the State of Missouri in Japan
- 2.1.2 The contractor shall be located in and provide non-exclusive representation in Japan. The contractor shall **not** be required to have a permanent office location but shall be required to provide or arrange for conference/meeting space in Japan upon request and approval of the DED. Any cost associated with office space in Japan or conference/meeting space shall be the contractor's financial responsibility. The DED will pay no more than \$275,000 per year for representation in the Japan for the initial or any renewal contract period and the amount will be prorated for the initial contract period. Bidders submitting prices above this amount will not be considered and bidders are encouraged to submit prices at or below this rate.
- 2.1.3 The contractor will focus on three primary objectives: Investment, Sales Promotion, and Market Entry Strategies as defined below; along with the operational plan for the accomplishment of these objectives.

Investment Strategies: Promoting the state of Missouri as the ideal location for Japanese investment partners. Providing technical information on DED incentive programs; client solutions; community (local) benefits, to include the delivery of a comprehensive investment proposal from the state and its partners.

Sales Promotion - The promotion of Missouri products and services to individuals, businesses, and government entities throughout Japan for the purpose of facilitating commercial transactions.

Market Entry Strategies: The provision of trade counseling and technical advice to Missouri interests regarding possible market entry strategies for the purpose of exporting their products and services.

- 2.1.4 The state of Missouri's priorities may fluctuate according to economic conditions and opportunities. The primary allocation of contractor's time and resources should be directed to the development and expansion Japanese investment in Missouri. The secondary focus for the contractor will be promotion of Missouri goods and services into Japan, as well as providing assistance to Missouri businesses desiring to export goods and services.
- 2.1.5 The contractor shall provide all services deemed necessary by the DED with regard to Japan.
- 2.1.6 The contractor and all contractor representatives shall be required to work in conjunction with and file reports to the DED in the USA unless directed otherwise by the DED.
- 2.1.7 The contractor shall designate a Director for the operation and administration of the office, to become known as the Director of the Missouri International Trade & Investment (ITI) Office – Japan. The director designate must meet DED approval.
 - 2.1.7.1 The designated Director must possess strong multi-cultural communication skills and must be able to deal professionally and effectively with business executives, government officials, and media. The contractor shall speak fluent English and Japanese.
- 2.1.8 The contractor shall agree that all costs, including but not limited to, personnel, operations, business expenses, operational leases or purchases of equipment, travel, and all other necessary expenditures for provision of services required will be the responsibility of the contractor. Payment to the contractor shall begin upon award of bid and provision of services. Payment will be based on 1/12th of the annual price quoted on the pricing page. Initial payment to the contractor shall be prorated to days of the month for which service is provided.

- 2.1.9 The contractor must have a proven record of sales and marketing management, sales and marketing development, be skilled in working with and counseling clients, be adept in managing technical trade issues with businesses, and working with investment related activities.
- 2.1.10 The contractor shall be legally authorized to conduct business in Japan and shall provide evidence thereof.

2.2 Specific Requirements:

2.2.1 **Completion of Bid** -The contractor shall submit completed Exhibits A – Budget, B – Prior Experience, C – Personnel Summary, D - Method of Performance, E – Schedule of Events, F – Ownership of Bidder Business, and G - Missouri Business.

- a. The contractor will be required to submit, as part of the bid, a proposed operational plan as the Method of Performance. The operational plan shall include a marketing plan as a component. The marketing plan shall include a list of trade shows/missions within Japan and be in order of proposed importance. Within 30 days of award of the bid the contractor and the DED shall review, discuss, and revise the operational plan to meet specific needs of the DED.
- b. The revised operational plan will be developed, in cooperation with the DED. The operational plan shall be revised each subsequent contract year and shall require approval from the DED.
- c. Bid amounts shall be in US Dollars.

2.2.2 **Budget** - The contractor will be required to submit an initial budget proposal for completion of the bid to include: salaries, operational costs and expenses, travel costs, and all other costs associated with the operations of the Missouri International Trade and Investment (ITI) Office in Japan.

- a. A budget proposal must be submitted annually for approval to the DED. Any deviation of 10% or higher regarding each line item will require additional and prior approval by the DED.
- b. The contractor shall be paid one flat monthly fee for representation in Japan which shall include conference/meeting space costs, if any. The fee shall be based on successful delivery of goods and services required by this IFB and what is set out in the bid proposal submitted.

b (1) The flat monthly fee shall be paid to the contractor upon successful completion of provision of services, regardless of expenditures, upon receipt of an invoice and submission of required reports and supporting documentation.

- c. All services provided by the contractor for representation in the Japan will be provided as part of the flat monthly fee.

c (1) The flat monthly fee shall be invoiced at the end of the month on the same invoice as the flat.

2.2.3 **Travel** – The contractor shall be required, as part of the flat monthly fee that is bid, to travel and pay for costs associated with the travel as set out below:

- a. Make (1) trips to Missouri in the first year of the contract for training, administrative and company meetings and a minimum of one trip per year for subsequent contract years.
- b. The contractor shall attend shows/missions, as agreed to within the operational plan. Entrance fees and associated travel and out-of-pocket expenses for these trade shows/missions shall be paid by the contractor for events in Japan. Participation fees for the cost of stand space and construction costs would be paid by the DED.

- 2.2.4 **Office and Meeting/Conference Space** - The contractor shall be located in Japan but shall not be required to establish and/or maintain a business office location in Japan.
- a. The contractor shall be required to arrange for and/or provide meeting space or space for small conference meetings as part of the flat monthly fee.
 - b. The contractor must have an IBM compatible computer that has Microsoft Office software and Internet browser, as well as E-mail capabilities. The computer must be capable of communicating with DED computer systems and the DED's web based client management system via Internet access.
 - c. The contractor shall provide and have available, for DED use, fax and telephone service.
 - d. The contractor shall be required to pay all transportation costs and have a means of transportation for use in conducting business within Japan.
- 2.2.5 **Reporting** - The contractor shall prepare and submit a Monthly Invoice, Itinerary, Client Contact and Event Participation Report and other information as requested or required by the DED. This information shall be submitted to the DED on or before the 10th of the month following the month that is being invoiced. At which time a web based reporting system is set in place by the DED, use of the this reporting system will be mandatory.
- a. The contractor shall be required to retain monthly financial records that include receipts documenting travel costs over \$25.00 and may be required to submit these receipts to the DED upon request.
 - b. The contractor must obtain prior approval from the DED for all expenditures in excess of \$3,000.00. This includes individual expenditures, promotional costs including the cost of travel for an individual or group to a location, trade shows/missions costs, advertising costs, and all other associated costs.
 - c. The contractor shall prepare, on a monthly basis, a client contact and event participation report on or before the 10th of the month following the month that is being invoiced. The report shall note the date of each contact and/or meeting with a client and all events in which the contractor participated including trade shows, trade missions, conferences and forums. The report will cover each monthly contract period. A copy of the updated client contact report shall be provided to the DED on a monthly basis and be submitted with the invoice. At such time as a web-based reporting system is in place by the DED, the contractor will be required to input pertinent client and event information into the system as required by the DED.
 - d. The contractor shall keep financial and accounting records detailing all expenditures in accordance with generally accepted accounting principles and any other procedures specified by the DED. These records must be made available at all reasonable times to the DED and/or its designees during the contract period and any renewal period, and for three (3) years from the date of final payment on the contract or contract renewal period.
 - e. The contractor shall prepare an end of fiscal year report of activities for the entire fiscal year. The report shall be in form and format designated by the DED. The report shall detail the achievements of the contractor in regards to the requirements set forth in the bid document and the contractors bid proposal. The report shall include a projection of future activities and other information deemed appropriate and or requested by the DED. The report must be submitted prior to receipt of final payment.
 - f. All reports shall be in a format approved by the DED.
- 2.2.6 **Banking** – A Jefferson City, Missouri bank account must be established for the routing of payments to the contractor. Upon approval of monthly reports, funds will be deposited into the established account. The contractor shall be responsible for any cost of establishing and maintaining the account. All funds expended or

disbursed from this account to third parties must be documented and records maintained for three (3) years from the date of final payments on the contract or contract renewal.

- a. Another type of banking arrangement may be approved by the DED but all cost for the account and any fund transfer costs will still be the responsibility of the contractor.

2.2.7 Payment - The contractor will be paid a flat fee each month for work performed in Japan. The flat monthly fee shall not be required to correspond to expenditures. The flat monthly fee will be paid to the contractor on a monthly basis upon receipt of invoice and reports plus DED review, and approval. The payment shall be forwarded to the contractor's bank account.

- a. Upon receipt of the monthly invoice, itinerary, client report, program report, travel cost documentation, and any other reports as required by the DED, payment shall be deposited in the contractor's Jefferson City bank account.
- b. The contractor shall be paid in U.S. Dollars.
- c. Payment will be made approximately 10 days after receipt of the invoice and monthly reports.
- d. **Even though the first year will not represent a full 12 months the bid price for the Original Contract Period shall be stated as an annual price.** The monthly fixed fee payment for the original contract period shall be a proportionate amount of the annual bid price. The proportion for the first month of the contract shall be the annual amount bid divided by 12 and that amount multiplied by the number of days the contract was in effect for that month divided by the number of days of the month.

2.2.8 Restrictions - The contractor shall comply with the following restrictions unless otherwise granted express written authorization by the DED.

- a. The contractor shall disclose any and all potential conflicts of interest in representation provided to Missouri based companies that may have an adverse impact on DED or the State of Missouri. Conflicts shall be noted in the bid proposal and during the term of the contract. Preference in the subjective evaluation will be given to vendors with no existing conflicts.
- b. The contractor shall not use proprietary knowledge provided through the association with the DED for financial gain or to the detriment of the DED. The contractor shall disclose, to the DED, any financial dealings with Missouri-based company(s), organization(s) or individual(s).

2.2.9 Work Requirements - The contractor shall make every effort to recruit Japanese businesses and investment to Missouri while concurrently working to develop and expand business opportunities for Missouri interests in the Japan by::

- a. Identifying key Japanese investors to locate in Missouri.
- b. Identifying key Japanese business sectors with greatest potential for future business expansion to the United States and specifically, Missouri.
- c. Promoting Missouri's business climate; incentive programs and quality of life to interested Japanese businesses, while providing key information on Missouri's investment climate to interested investors.

- d. Having a key understanding of Missouri's economy; business climate; incentive programs; communities; and overall knowledge of the state to properly inform and educate potential investors on the benefits of locating in Missouri.
- e. Assisting the DED in coordinating and recruiting buying and/or investment missions to Missouri from Japan.
- f. Assisting the DED to establish business strategies for the purpose of recruiting Japanese businesses to Missouri.
- g. Assisting in the identification and development of Missouri products having the best potential for export to Japan and the promotion of such products.
- h. Identifying qualified and potential agents/distributors for Missouri companies and their products.
- i. Identifying qualified and potential strategic alliance partners for Missouri companies.
- j. Identifying potential feasibility studies for Missouri companies to bid on.
- k. Identifying qualified and potential governmental procurement opportunities for Missouri companies.
- l. Develop, identify and disseminate business opportunities and sales leads for and to Missouri companies.
- m. Assisting the DED and Missouri companies in identifying and participating in major trade events/shows in Japan.
- n. Assisting the DED in coordinating trade missions to Japan. Mission delegates would include government officials, local economic developers, and Missouri company representatives. The contractor must have the ability to facilitate high-level corporate and government meetings in Japan.
- o. Providing DED, its staff members, representatives and designated citizens reasonable assistance and convenience at the time of their visits to Japan.
- p. Performing other trade and investment services as requested by the DED.
- q. Referring to the DED any and all new trade leads or prospective investors developed or identified, as well as any other inquiry received with respect to the state of Missouri.
- r. Assisting Missouri companies with the identification of suitable joint venture opportunities, licensing and/or technology exchange opportunities in Japan. Providing Japanese companies with the same assistance in Missouri, if and only if, such action provides a benefit or business opportunity for Missouri interests.
- s. Promoting Missouri's colleges and universities to Japanese students looking to study in the United States.

- t. Promoting and facilitating cultural exchanges between Missouri and Japan.
- u. Traveling to Missouri with required the direction and approval of the DED.

2.3 Other Contractual Requirements:

- 2.3.1 **Contract Period and Renewal Options** - The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the DED for any contractual commitment in excess of the original contract period. The DED shall have the right, at its sole option, to renew the contract in one year increments. The contract may be renewed for a one year term for two additional years, or any portion thereof. In the event the DED exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.3.2 **Renewal Periods Discussions** - Prior to option for renewal being exercised, DED will contact the contractor to develop a new marketing and operational plan. The DED and the contractor shall also discuss a written firm fixed price for the renewal contract period. The prices shall not be increased or decreased unless market conditions, funds availability, contractor performance or other factors necessitate adjustments.
 - a. The DED does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated or increased based on market conditions or other factors.
 - b. If the option for renewal is exercised by the DED, the contractor and DED shall agree to the renewal price based on adjustments. The amount of the renewal price may be increased or decreased if agreed to by DED and the Contractor.
- 2.3.3 **Contractor Liability** - The contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the DED, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the DED, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

However, the contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the DED, including its agencies, employees, and assigns.
- 2.3.4 **Amendment** - The contract may be amended with the authorization and approval of the DED.
- 2.3.5 **Termination** - The DED reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such cancellation. The DED reserves the right to terminate the contract at any time for material breach of the contract, malfeasance of misfeasance, or to follow the DED Terms and Conditions, Section 15, Cancellation Of Contract For Cause. Termination for breach, misfeasance, or malfeasance shall take effect upon notification by any means and be followed by written documentation.
- 2.3.6 **Subcontractors** - If approved by the DED in writing, the contractor may subcontract for those services described herein, provided that any subcontracts include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the DED, and to ensure that the DED is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney's fees) of any kind related to a subcontract in those matters described in the

contract between the DED and the contractor. The contractor agrees that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor agrees that utilization of a subcontractor to provide any of the equipment or services in the contract shall in no way relieve the contractor of the responsibility for providing the equipment or services as described and set forth herein.

- 2.3.7 **Insurance** - The contractor agrees that the DED cannot save and hold harmless and/or indemnify the contractor or its employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the DED, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract, which forms and amounts shall be subject to prior approval by DED. The amount of the policy coverage shall be \$1,000,000.00 USD.
- 2.3.8 **Contractor Status** - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the DED. Therefore, the contractor shall assume all legal and financial responsibility for domestic taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., or the equivalent of these items in Japan, and agrees to indemnify, save, and hold the DED, its officers, agents, and employees, harmless from and against any and all loss, cost (including attorney's fees), and damage of any kind related to such matters. The contractor shall not use the DED or the State of Missouri names for unauthorized purposes, including but not limited to execution of or inclusion in contracts unless specifically authorized by the DED.
- 2.3.9 **Coordination** - The contractor shall fully coordinate all contract activities with those activities of the DED and other Missouri governmental entities upon request. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the DED throughout the effective period of the contract. The contractor shall attend meetings as requested by the DED.
- 2.3.10 **Property of State** - All reports, files, documentation, and material developed or acquired by the contractor as a direct result of activities specified in the contract shall become the property of the DED. The contractor agrees that all discussions by DED with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the DED.
- 2.3.11 **Substitution of Personnel** - The contractor agrees and understands that the DED's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the bid. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the DED. The contractor also agrees to submit all proposed personnel changes to the DED. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the DED approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. Substitution of lesser qualified personnel may require reduction of the bid amount. The DED agrees that an approval of a substitution will not be unreasonably withheld.
- 2.3.12 **Audit** - The contractor shall permit governmental auditors and authorized representatives of the DED to have access for the purpose of audit or examination of any of the books, documents, papers, and records at any reasonable time requested by the DED in the USA. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor, provided that it may contest any such exception by any legal procedure it deems appropriate. The DED will pay the contractor all amounts which the contractor may ultimately be entitled to receive as a result of any such legal action.

3 BID SUBMISSION INFORMATION

3.1 Submission of Bids

- 3.1.1 When submitting a bid, the bidder should include the original and four (4) additional copies of the bid.
- 3.1.2 To facilitate the evaluation process, the bidder is encouraged to organize their bid into distinctive sections that correspond with the individual evaluation categories described herein.
 - a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
 - b. The bidder must sign page one from the original IFB and all signed amendments should be placed at the beginning of the bid.
- 3.1.3 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the bid. The bidder's failure to submit such information may cause an adverse impact on the evaluation of the bid.

3.2 Evaluation and Award Process:

- 3.2.1 After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid in accordance with the evaluation criteria stated below:
 - a. **Cost25 %**
 - b. **Experience and Reliability.....30 %**
 - c. **Expertise of Personnel.....15%**
 - d. **Method of Performance30%**
- 3.2.2 After an initial screening process, a question and answer conference, conference call, or interview may be conducted with the bidder, if deemed necessary by the DED. In addition, the bidder may be asked to make an oral presentation of their bid during the conference. Attendance cost at the conference shall be at the bidder's expense. All arrangements and scheduling shall be coordinated by the DED.

3.3 Evaluation of Cost:

- 3.3.1 The objective evaluation of cost shall be based upon the guaranteed, not-to-exceed yearly price stated for the initial year's representation plus projected renewal costs.
- 3.3.2 The evaluation will include the original contract.
- 3.3.3 The bidder should provide an itemized breakdown of the quoted price(s). Exhibit A is attached for the purpose of reflecting the bidder's breakdown of the quoted price and can be used as the budget document.
 - a. In the event of a discrepancy between the bidder's price breakdown and the Pricing Page, the Pricing Page shall govern.
 - b. All information contained in the bidder's price breakdown may be utilized in the subjective evaluation of any relevant evaluation criteria.

3.4 Evaluation of Bidder's Experience and Reliability:

- 3.4.1 Experience and reliability of the bidder's organization are considered subjectively in the evaluation process. Therefore, the bidder is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this IFB.
- 3.4.2 The bidder should provide the following information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this IFB:
 - a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.
 - d. The above information may be shown on the form attached as Exhibit B to this IFB or in a similar manner.

3.5 Evaluation of Expertise of Bidder's Personnel:

- 3.5.1 The qualifications of the personnel proposed by the bidder to perform the requirements of this IFB, whether from the bidder's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the bidder should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 3.5.2 If personnel are not yet hired, the bidder should provide:
 - a. Detailed descriptions of the required employment qualifications.
 - b. Detailed job descriptions of the position to be filled, including the type of person proposed to be hired, the proposed job title, and the percent of time that will be spent representing or conducting work for the DED
- 3.5.3 If the bidder's personnel have been instrumental in administering similar programs, the bidder should submit copies of publications, reports, etc. detailing the expertise and experience of the bidder's personnel.
- 3.5.4 The bidder may utilize Exhibit C for summarizing the personnel information and should submit detailed resumes for proposed key personnel.

3.6 Evaluation of Method of Performance:

- 3.6.1 Bids will be subjectively evaluated based on the bidder's distinctive plan for performing the requirements of the IFB. Therefore, the bidder should present a written narrative, which demonstrates the method or manner in which the bidder proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 3.6.2 The method by which the proposed method of performance is written is left to the discretion of the bidder. However, the following method is recommended:
 - a. On Exhibit D, or in any other appropriate format, identify each specific paragraph and subparagraph of the Contract Requirements by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how the requirements will be satisfied.

- 3.6.3 The bidder should also provide a sequential step-by-step description of the tasks or events that are proposed to accomplish the requirements of the IFB.
- 3.6.4 The bidder must provide information to answer the following questions and may use Exhibit G or any other appropriate format.
- a. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - b. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - c. Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
 - d. If any products and/or services offered under this IFB are being manufactured or performed at sites outside the continental United States, the bidder MUST disclose such fact and provide details with the proposal.
 - e. Provide proof of and a description of a business presence in Missouri.
 - f. Provide a description of the vendor's actual capability to successfully execute the terms of contract and ensure superior performance, representation, and future capacity within costs.

3.7 Schedule of Events

- 3.7.1 Exhibit E may be helpful in presenting such data and should be used by the bidder to list the schedule of events.

3.8 Ownership of Business and Associations

- 3.8.1 The bidder shall provide an organizational chart showing the current total staffing and lines of authority for the key personnel to be used. The relationship of service personnel to management and to support personnel should be clearly illustrated.
- 3.8.2 The bidder shall provide a list of locations in Japan where current personnel are located.
- 3.8.3 The bidder shall list the major stockholders, partners, or individuals that own all or a portion of the business bidding on the services described herein and their percent of ownership. The bidder shall list other businesses the major stockholders, partners, or individuals own, operate, or are associated with through employment, contract, or other means. The bidder shall list any potential conflicts of interest that may be created or exist between major stockholders, partners, or individuals that own all or a portion of the business and the business bidding. This information shall be submitted as Exhibit F – Ownership of Bidder Business.

4 PRICING AND EXHIBITS

PRICING PAGE

The bidder shall state a guaranteed, not-to-exceed yearly price for the original contract period for the services provided in accordance with the provisions and requirements stated herein for representation in Japan. The bidder shall also state a guaranteed, not-to-exceed yearly price for each renewal period. The bidder shall understand and agree that the renewal amounts may be adjusted upward or downward based on representation and changing conditions. The yearly price for the Original Contract Period shall be stated as an annual price but will be reduced proportionately to match the portion of the year in which services are rendered.

No year may exceed \$275,000.00 USD. Bidders are encouraged to bid lesser amounts.

00002 Representation of the Missouri DED in Japan

Original Contract Period
Award of Bid – 6/30/2007

\$ _____ guaranteed, not-to-exceed yearly price
State annual amount which will be adjusted for part of year.

First Renewal Period
7/1/2007 – 6/30/2008

\$ _____ guaranteed, not-to-exceed yearly price

Second Renewal Period
7/1/2008 – 6/30/2009

\$ _____ guaranteed, not-to-exceed yearly price

Subcontracting:

Indicate below if subcontractors will be used to fulfill the requirements of the contract, or if the bidder will provide all services and/or equipment on an independent basis.

If subcontractors are not proposed, the bidder shall be advised that if subcontracting is determined to be necessary after contract award, the use of subcontractors must be approved by the DED.

SUBCONTRACTORS

_____ Subcontractors will be used

(Provide name, address, cost of subcontracting, experience and reliability, expertise and method of performance of subcontractor. All provisions of the contract shall apply to the subcontractor.)

_____ Subcontractors will not be used

EXHIBIT A

BUDGET PROPOSAL

Proposed Budget by Category – Include Names, Titles, and Salaries. List quantities where applicable.

- 1.
- 2.
- 3.
- 4.
- 5.

TOTAL MUST AGREE WITH ORIGINAL CONTRACT PERIOD ON PRICING PAGE)

\$ _____

EXHIBIT B
PRIOR EXPERIENCE

1. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Description of Prior Services (include dates):

2. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Description of Prior Services (include dates):

3. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Description of Prior Services (include dates):

EXHIBIT C

PERSONNEL SUMMARY

PERSONNEL	BACKGROUND AND EXPERTISE OF PERSONNEL
1. _____ (NAME)	

(TITLE)	
2. _____ (NAME)	

(TITLE)	
3. _____ (NAME)	

(TITLE)	
4. _____ (NAME)	

(TITLE)	
5. _____ (NAME)	

(TITLE)	
6. _____ (NAME)	

(TITLE)	
7. _____ (NAME)	

(TITLE)	

EXHIBIT D

METHOD OF PERFORMANCE

The bidder may use this form, or any format desired, to present a written plan for performing the requirements specified in this Invitation for Bid.

EXHIBIT E

SCHEDULE OF EVENTS

The bidder should briefly and sequentially describe the tasks or events that are proposed to accomplish the requirements. Graphs or charts may be used to illustrate.

Task or Event	Description
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EXHIBIT F

OWNERSHIP OF BIDDER BUSINESS

The bidder shall list the type of company providing services and the owner(s) of the company including percent of ownership, if applicable. The bidder shall also designate which entity has authority to sign for the company. A list of other businesses owned, operated, or associated with shall be provided for each entity listed.

EXHIBIT G

MISSOURI BUSINESS

Describe the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

If applicable, provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities, sales offices, sales outlets, divisions, manufacturing, warehouse, other), including Missouri employee statistics.

If any products and/or services offered under this IFB are being manufactured or performed at sites outside the continental United States, the bidder MUST disclose such fact and provide details with the proposal.

Provide proof of and a description of any business presence in Missouri.

5. DED TERMS AND CONDITIONS

INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **DED and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the physical receipt of sealed bids by the DED in its office.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DED. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and return with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DED to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and returned by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature that govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing bidding.

- o. **Shall** has the same meaning as the word must.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DED if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DED, as indicated on the first page of the IFB. Such communication should be received at least ten calendar days prior to the official bid opening date.

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received by the DED less than ten calendar days prior to the IFB opening date may not be answered.

- b. Bidders are cautioned that the only official position of the DED is that position which is stated in writing and issued by the DED in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- c. Any suspected deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws shall be referred to the Missouri Attorney General's Office for appropriate action.
- d. The IFB is mailed to potential bidders at the current address provided from response to the advertisement or the address maintained on the states vendor registration file. If any portion of the address is incorrect, the bidder must notify the buyer in writing upon receipt of the document. Any subsequent amendment to an IFB shall be mailed to the same address as the original IFB unless otherwise notified.
- e. The DED reserves the right to officially modify or cancel an IFB after issuance. Such a modification shall be identified as an amendment.

3. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

4. SUBMISSION OF BIDS

- a. A bid submitted by a bidder must (1) be signed by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, (3) be priced as required, (4) be in an envelope or container, and (5) be

mailed or hand-delivered (not faxed) to the office of the DED and received no later than the exact opening time and date specified in the IFB.

- b. The envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official due date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid may only be modified or withdrawn by signed, written notice that has been received by the DED prior to the official opening date and time specified. A bid may also be withdrawn or modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw or modify a bid shall not be honored.
- d. Bidders must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. **Failure to do so shall result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.**

5. FACSIMILE DOCUMENTS

All responses to IFB's and amendments to IFB's, including "no bid" responses and requests to modify a bid, must be delivered to the office of the DED in a sealed envelope or container. Submission by unsealed facsimile, telegram or telephone is not acceptable unless authorized by DED. However, sealed bids containing faxed pages are acceptable provided all other conditions are met. In addition, requests to withdraw bids may be submitted by facsimile but must be received by DED prior to the official opening date and time specified.

6. BID INFORMATION AND DELIVERY

- a. Bid information is not public until the IFB is awarded.
- b. It is the bidder's responsibility to ensure that the bid is delivered by the official due date and time to the office of the DED.
- c. Bids that are not received by the DED prior to the official opening date and time shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the bidder. Late bids shall not be considered and shall not be eligible for award of bid.

7. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request written clarification of the intended bid. The correction shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder but not reflected on the pricing page shall be subject to evaluation if deemed by the DED to be in its best interests.
- c. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DED reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DED reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DED reserves the right to reject any and all bids. When all bids are unacceptable and circumstances do not permit a rebid, DED may negotiate for the required supplies or services.
- g. When evaluating a bid, the DED reserves the right to consider relevant information and facts, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any award of a contract shall be made by written notification from the DED to the successful bidder. The DED reserves the right to make awards by item, group of items, all or none, or a combination thereof on a geographic and/or statewide basis with one or more suppliers..
- i. All bids and associated documentation that were submitted on or before the official opening date and time will be considered open records upon award of bids.
- j. The DED reserves the right to request written clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

8. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, and (3) DED's acceptance of the response (bid) by "notice of award" (for ongoing provision of equipment, supplies, and/or services) or by "purchase order", and any subsequent modifications.
- c. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the DED or by a purchase order change order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment/change order to the contract.

9. INVOICING AND PAYMENT

- a. The DED does not pay state or federal taxes unless otherwise required under law or regulation. DED is exempt from foreign taxes in many instances.
- b. Each invoice submitted must reference the contract by name and or number and must be itemized in accordance with items listed on the contract. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DED.

- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears. The DED shall not make any advance deposits or payments to the contractor.
- e. All invoices for equipment, supplies, and/or services purchased by the DED shall be subject to late payment charges as provided in Section 34.055 RSMo.

10. INSPECTION AND ACCEPTANCE

- a. Services received by DED pursuant to a contract shall not be deemed accepted until the agency has had reasonable opportunity to inspect said services.
- b. All services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The DED's right to reject any unacceptable services shall not exclude any other legal, equitable or contractual remedies the State may have.

11. WARRANTY

- a. The contractor expressly warrants that all services provided shall: (1) conform to each and every specification or description which was furnished to or adopted by the DED, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the DED's acceptance of or payment for said services.

12. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable. The contractor shall also be bound by the contract to abide by all applicable laws in **Japan, where applicable.** The contractor agrees that settlement of all conflicts or disputes shall be conducted in Missouri according to the laws of the state and the United States of America.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DED.
- c. The contractor must be registered and maintain good standing with all regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The DED shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether

through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

13. CONFLICT OF INTEREST

- a. Officials and employees of the DED, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships that would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships that create such a conflict.

14. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

15. CANCELLATION OF CONTRACT FOR CAUSE

- a. In the event of material breach of the contractual obligations, misfeasance or malfeasance by the contractor, the DED may cancel the contract immediately. At its sole discretion, the DED may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the DED within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DED will issue a notice of cancellation terminating the contract immediately.
- c. If the DED cancels the contract for breach, the DED reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DED deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the DED for any period in which funds have not been appropriated, and the State shall not be liable for any costs associated with cancellation caused by lack of appropriations.

16. COMMUNICATIONS AND NOTICES

Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.

17. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DED immediately.
- b. Upon learning of any such actions, the DED reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

18. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or, veteran status.

If discrimination by a contractor is found to exist, the DED shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all bidder's lists issued by the division until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

20. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.